

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

In re Application of:	§	Group Art Unit: 3684
	§	
Nobuyoshi Morimoto	§	Examiner: Nguyen, Nga B.
	§	
	§	Atty. Dkt. No.: 5596-00301
	§	
Serial No. 09/895,457	§	
	§	
Filed: June 29, 2001	§	
	§	
For: SYSTEM AND METHOD FOR	§	
NEGOTIATING IMPROVED	§	
TERMS FOR PRODUCTS AND	§	
SERVICES BEING PURCHASED	§	
THROUGH THE INTERNET	§	

**APPEAL BRIEF**

**Mail Stop Appeal Brief - Patents**  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir/Madam:

Further to the Notice of Appeal filed January 18, 2011, Appellant presents this Appeal Brief. Appellant respectfully requests that the Board of Patent Appeals and Interferences consider this appeal.

**I. REAL PARTY IN INTEREST**

As evidenced by the assignment recorded at Reel/Frame 011977/0632, the subject application is owned by NIHON DOT.COM CO., LTD. (d.b.a. ColonDot.com).

## **II. RELATED APPEALS AND INTERFERENCES**

No other appeals, interferences or judicial proceedings are known which would be related to, directly affect or be directly affected by or have a bearing on the Board's decision in this appeal.

### **III. STATUS OF CLAIMS**

Claims 1-44 are pending in the application and stand finally rejected. The rejection of claims 1-44 is being appealed. A copy of the appealed claims, as currently pending, is included in the Claims Appendix herein below.

#### **IV. STATUS OF AMENDMENTS**

No amendments have been submitted subsequent to the final rejection.

## **V. SUMMARY OF CLAIMED SUBJECT MATTER**

Independent claim 1 is directed toward a method for negotiating improved terms of sale for a product or service being purchased over the Internet. The method includes receiving information indicating one or more default purchasing standards for a purchaser using an Internet web site to purchase the product or service. *See e.g.*, page 15, line 18 – page 16, line 26. The method further includes detecting an issuance of a commitment to purchase the product or service according to initial terms of sale, where the detecting occurs subsequent to the receiving of information indicating the one or more default purchasing standards. *See e.g.*, Figure 3b, item 370; page 4, lines 13-23; page 12, line 28 – page 13, line 12; page 15, lines 7-16. The method further includes making an offer to the purchaser to negotiate for the improved terms of sale within a specified amount of time. *See e.g.*, Figure 4a, item 420; page 4, lines 13-23; page 16, line 28 – page 17, line 24. The method further includes, in response to the purchaser accepting the offer to negotiate for improved terms of sale, searching for sale offers for the product or service. *See e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18- 22; page 18, line 24 – page 19, line 7. The method further includes, in response to the purchaser accepting the offer to negotiate for improved terms of sale, comparing terms of sale for sale offers located from the searching to the initial terms of sale and to the default purchasing standards. *See e.g.*, page 15, line 18 – page 16, line 8. The method further includes, in response to the purchaser accepting the offer to negotiate for improved terms of sale, presenting one of the sale offers located from the searching to the purchaser, where the presented sale offer is based on the comparing and where the presented sale offer includes the improved terms of sale, and where the improved terms of sale meet the default purchasing standards. *See e.g.*, Figure 4, item 460; page 15, line 18 – page 16, line 8; page 21, line 22 – page 22, line 5. The method further includes specifying that the claimed searching, comparing, and presenting occur within a specified amount of time.. *See e.g.*, Figure 4, item 460; page 21, line 22 – page 22, line 5.

Independent claim 14 is directed toward a system for negotiating improved terms of sale for a product or service being purchased over a computer network. The system

includes a web site server computer and a computer program executable on a client computer by a purchaser. *See e.g.*, Figure 2, item 150; Figure 3, items 306, 306a; page 8, line 15 – page 10, line 6; Figure 3, item 302; page 10, line 12 – page 14, line 2. The computer program is executable to connect with the web site server and detect an issuance of a commitment to purchase the product or service, where the purchase is according to initial terms of sale. *See e.g.*, Figure 2, item 150; Figure 3, items 306, 306a; page 8, line 15 – page 10, line 6. The web site server is operable to receive information indicating one or more default purchasing standards for the purchaser, where the default standards specify product or service characteristics that are preferred by the purchaser. *See e.g.*, page 15, line 18 – page 16, line 26. The web site server is further operable to receive a notification about the issuance of the commitment to purchase the product or service, where the notification is received subsequent to receiving information indicating the one or more default purchasing standards. *See e.g.*, Figure 3b, item 370; page 15, lines 7-16; page 4, lines 13-23; page 12, line 28 – page 13, line 12. The web site server is further operable to make an offer to the purchaser to negotiate improved terms of sale for the product or service within a specified amount time. *See e.g.*, Figure 4a, item 420; page 4, lines 13-23; page 16, line 28 – page 17, line 24. The web site server is further operable to search for sale offers for the product or service, where the search is in response to the purchaser accepting the offer to negotiate improved terms of sale. *See e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18- 22; page 18, line 24 – page 19, line 7. The web site server is further operable to, in response to the purchaser accepting the offer to negotiate for improved terms of sale, comparing terms of sale for sale offers located from the searching to the initial terms of sale and to the default purchasing standards. *See, e.g.*, page 15, line 18 – page 16, line 8. The web site server is further operable to, in response to the purchaser accepting the offer to negotiate for improved terms of sale, presenting one of the sale offers located from the searching to the purchaser, where the presented sale offer is based on the comparing and where the presented sale offer includes the improved terms of sale, and where the improved terms of sale meet the default purchasing standards. *See, e.g.*, Figure 4, item 460; page 15, line 18 – page 16, line 8; page 21, line 22 – page 22, line 5. The web site server is further operable to perform the searching, comparing, and presenting occur within a specified

amount of time. *See e.g.*, Figure 4, item 460; page 21, line 22 – page 22, line 5.

Independent claim 29 is directed toward a method that includes detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price. *See e.g.*, Figure 3, item 370; Figure 4, item 400; page 4, lines 13-23; page 15, lines 7-16; page 16, line 13-26. The method further includes determining that the purchaser agrees to wait a predetermined amount of time in exchange for a possibility of securing a better price for the particular item or service. *See e.g.*, item 420, Figure 4a; page 4, lines 21-23; page 17, lines 14-24. The method further includes searching for the better price for the particular item or service. *See e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18- 22; page 18, line 24 – page 19, line 7. The method further includes determining whether the better price for the item or service is found before the predetermined amount of time expires. *See e.g.*, Figure 4, item 460; page 21, line 22 – page 22, line 5. The method further includes purchasing the particular the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price, where the purchasing is in response to determining that the better price is found before the predetermined amount of time expires. *See e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11. The method further includes repeating the above detecting of an action by the purchaser, determining that the purchaser agrees to wait a predetermined amount of time, searching for a better price, and determining whether the better price is found before the predetermined amount of time expires – where these steps are performed for another original purchase at another particular price. *See e.g.*, Figure 4D, item 490; page 17, line 1 – page 18, line 22. The method further includes executing the other original purchase at the other particular price, where the other original purchase is executed in response to determining that a better price for the other particular item or service is not found before the predetermined amount of time expires. *See e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11.



Independent claim 41 is directed toward a method that includes detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price. *See e.g.*, Figure 3b, item 370; page 4, lines 13-23; page 12, line 28 – page 13, line 12; page 15, lines 7-16. The method further includes intercepting a message over the Internet to delay the purchase for a predetermined amount of time, where the message includes commitment to purchase information for the purchaser regarding the item or service. *See e.g.*, page 16, line 28 – page 17, line 24. The method further includes searching for a better price for the particular item or service. *See e.g.*, Figure 4, item 440; page 14, line 13 – page 15, line 2; page 18, lines 18-22; page 18, line 24 – page 19, line 7. The method further includes, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price, where the purchasing is done in response to determining that the better price is found before the predetermined amount of time expires. *See e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11. The method further includes repeating the above detecting of an action by the purchaser, intercepting a message, searching for a better price, and determining whether the better price is found before the predetermined amount of time expires – where these steps are performed for another original purchase at another particular price. *See e.g.*, Figure 4D, item 490; page 17, line 1 – page 18, line 22. The method further includes executing the other original purchase at the other particular price, where the other original purchase is executed in response to determining that a better price for the other particular item or service is not found before the predetermined amount of time expires. *See e.g.*, Figure 4C, items 460-470; page 22, lines 6-15.

Independent claim 44 is directed toward a method that includes detecting an action by a purchaser that indicates that the purchaser is making an original purchase for a particular item or service over the Internet for a particular price. *See e.g.*, Figure 3B, item 370; page 4, lines 13-23; page 12, line 28 – page 13, line 12; page 15, lines 7-16. The method further includes accessing a broker-agent web site for seeking a better price for the particular item or service within a predetermined amount of time, where the

seeking a better price includes multiple broker-agent programs performing multiple searches in parallel for the better price. *See e.g.*, Figure 4A, items 430-440; page 14, line 22 – page 15, line 2. The method further includes determining whether the better price is found before the predetermined amount of time expires. *See e.g.*, Figure 4, item 460; page 21, line 22 – page 22, line 5. The method further includes purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price, where the purchase is made in response to determining whether the better price is found before the predetermined amount of time expires. *See e.g.*, Figure 4C, items 460-470; page 4, line 25 – page 5, line 2; page 5, lines 10-14; page 13, lines 14-24; page 14, lines 4-11. The method further includes repeating the above detecting of an action by the purchaser, accessing a broker-agent web site, and determining whether the better price is found before the predetermined amount of time expires – where these steps are performed for another original purchase at another particular price. *See e.g.*, Figure 4D, item 490; page 17, line 1 – page 18, line 22. The method further includes executing the other original purchase at the other particular price, where the other original purchase is executed in response to determining that a better price for the other particular item or service is not found before the predetermined amount of time expires. *See e.g.*, Figure 4C, items 460-470; page 22, lines 6-15.

The summary above describes various examples and embodiments of the claimed subject matter; however, the claims are not necessarily limited to any of these examples and embodiments. The claims should be interpreted based on the wording of the respective claims.

## **VI. GROUND OF REJECTION TO BE REVIEWED ON APPEAL**

Claims 1-44 stand finally rejected under 35 U.S.C. § 103(a) as purportedly being unpatentable over Lustig et al. (U.S. Publication 2002/0002531) (hereinafter “Lustig”) in view of Seymour et al. (U.S. Patent 6,871,190) (hereinafter “Seymour”).

## **VII. ARGUMENT**

Claims 1-44 stand finally rejected under 35 U.S.C. § 103(a) as purportedly being unpatentable over Lustig in view of Seymour. Appellant traverses this rejection for at least the following reasons. Different groups of claims are addressed under their respective subheadings.

As an initial matter, Appellant submits that the Advisory Action dated January 6, 2011 presented no new arguments and merely repeated arguments previously made in the Final Office Action dated September 15, 2010.

### **Section 35 U.S.C. § 103(a) Rejection: Claims 1, 4-7, 9, 13, 28, and 43**

In regard to claim 1, Appellant respectfully submits that the cited art fails to teach or suggest all the elements of independent claim 1. Specifically, the cited art fails to teach or suggest (1) receiving information indicating one or more default standards for a purchaser, where the default standards specify product or service characteristics that are preferred by the purchaser, (2) comparing terms of sale for sale offers located from searching for sale offers to (a) the initial terms of sale and (b) the default standards, and (3) presenting one of the sale offers located from searching for sale offers to the purchaser, where the presented sale offer includes improved terms of sale and meets the default purchasing standards.

In regard to the claimed “receiving information” limitation, Appellant respectfully submits that the Examiner has failed to recognize the distinction between the claimed “default standards” and “initial terms of sale.” Appellant submits that Lustig fails to teach or suggest “receiving information indicating one or more default standards for a purchaser, wherein said default standards specify product or service characteristics that are preferred by said purchaser” and “subsequent to said receiving, detecting an issuance of a commitment to purchase, by said purchaser, said product or service according to initial terms of sale”, as claimed. The Examiner submits that because an offer in Lustig

includes at least two parameters, an offer in Lustig is equivalent to the claimed default standards. *See* Final Office Action, pp. 2 and 3.

As recited in claim 1, the claimed default standards are what an ordinary artisan would expect them to be, a customer's purchasing preferences that exist prior to any purchases being made. This understanding is supported by the limitation following the claimed "receiving information indicating one or more default standards for a purchaser" where it is recited that "subsequent to said receiving [of default standards], detecting an issuance of a commitment to purchase, by said purchaser, said product or service according to initial terms of sale" (emphasis added). Thus, as claimed, default standards are received prior to detecting issuance of a commitment to purchase a product or service according to initial terms of sale. Further, as claimed, the commitment to purchase a product or service is according to the initial terms of sale, distinct from the default purchasing standards. In Lustig, an offer presented to a user is compared to other offers. *See e.g.*, Lustig, ¶ [0045]. However, while the offers in Lustig may include parameters of the offer, such as the price, Lustig's offers are not default purchasing standards. In other words, an offer for a product in Lustig is something a user can commit to purchasing, but a user can not commit to purchasing default purchasing standards. The claimed default purchasing standards may be used as guidelines, or indicators of a purchaser's preferences, but the default purchasing standards are distinct from an offer for a product.

Further, because the claimed default purchasing standards are received prior to detecting a commitment to purchase, it follows that the default purchasing standards are distinct from initial terms of sale used in the limitation where a purchaser's commitment to purchase a product or service is according to the initial terms of sale.

The Examiner submits a second argument for Lustig purportedly teaching the claimed default purchasing standards. *See* Final Office Action, p. 6. The Examiner submits that an original offer and a selected indicator submitted by a user are equivalent to the claimed default standard for a purchaser. *See* Final Office Action, p. 6 (citing Lustig, ¶¶ [0070]-[0073]). In the cited section of Lustig, the indicator is a button or

hyperlink serving to indicate to a user that if the indicator is selected the functionality of Lustig's method will be accessed and carried out with regard to the offer adjacent to the button or hyperlink. Lustig, ¶ [0072] ("The indicator serves as a label for the hypertext link, indicating that if the indicator is selected, the functionality will be accessed and carried out with regard to the adjacent offer"). Lustig's indicator also indicates that by selecting the indicator button or hyperlink the user commits to accepting a better offer when the better offer is available. *See* Lustig, ¶ [0073] ("[t]he indicator indicates that by selecting the indicator, the User commits to accepting a better offer when the better offer is available"). Appellant submits that the characteristics of Lustig's indicator button/hyperlink are not comparable to the claimed default purchasing standards. Lustig's indicator button/hyperlink do not "specify product or service characteristics that are preferred by [a] purchaser", as claimed. Lustig's indicator button/hyperlink serves an entirely different purpose, to present a user with the option to initiate Lustig's offer comparison method and to commit to abide by the terms of the offer comparison method. As discussed above, an offer in Lustig is not comparable to the claimed default purchasing standards. Thus, Lustig's offer and indicator button/hyperlink, considered individually or in combination, fail to teach all the elements of the claimed "receiving information indicating one or more default standards for a purchaser, wherein said default standards specify product or service characteristics that are preferred by said purchaser."

In regard to the claimed "comparing terms" limitation, The Examiner submits that Lustig teaches the claimed "comparing terms of sale for sale offers located from said searching to said initial terms of sale and to said default standards" because Lustig teaches a matching program that compares an original offer with an available offer. *See* Final Office Action, p. 3. However, as discussed above, Lustig provides no teaching of the claimed default purchasing standards. Without Lustig teaching default purchasing standards it is not possible for Lustig to compare terms of sale for a sale offer to both initial terms of sale and to default standards, as claimed. **In other words, in claim 1, the terms of sale for a sale offer are not simply compared against the terms of sale for another offer, but also to default purchasing standards.**

A further consequence of Lustig's failure to teach or suggest the claimed default purchasing standards is that Ludwig also fails to teach or suggest "presenting one of the sale offers located from said searching to the purchaser, wherein the presented sale offer includes said improved terms of sale and meets said default standards", as claimed. In other words, Appellant's claim requires that the presented sale offer include **both improved terms and** meet the default standards. This requirement is clearly not disclosed by Lustig.

In regard to Seymour, Appellant submits that no teachings of Seymour have been cited against the above discussed limitations. Regardless, Seymour does not overcome any of the above-noted deficiencies of Lustig in regard to Appellant's claim 1. Thus, even when considered in combination the cited art fails to teach or suggest the claimed "receiving", "comparing", and "presenting" limitations of claim 1.

Thus, for at least the reasons presented above, the rejection of claim 1 is unsupported by the cited art and removal thereof is respectfully requested.

### **Section 35 U.S.C. § 103(a) Rejection: Claim 2**

In regard to claim 2, Lustig in view of Seymour fails to teach or suggest wherein said detecting comprises detecting said purchaser entering a credit card number, a pre-paid account number, a gift certificate number, an escrow account number, or a bank guaranty number. The Examiner cites paragraph [0047], which describes user information including payment information, such as a credit account number. However, nowhere does Lustig teach or suggest that such user information is detected as part of detecting an issuance of a commitment to purchase with associated terms for said product or service being purchased by the purchaser. Further, the method by which Lustig initiates the disclosed offer comparison method is for a user to select an indicator button/hyperlink that is adjacent to an offer to a user. *See* Lustig, ¶¶ [0072] and [0073]. Thus, in Lustig, a user commits to the terms of Lustig's offer comparison method by clicking on a button or hyperlink. The cited sections of Lustig and Seymour are silent

regarding detecting an issuance of a commitment to purchase that comprises detecting the purchaser entering a credit card number, a pre-paid account number, a gift certificate number, an escrow account number, or a bank guaranty number.

Thus, for at least the reasons presented above, the rejection of claim 2 is unsupported by the cited art and removal thereof is respectfully requested.

### **Section 35 U.S.C. § 103(a) Rejection: Claim 3**

In regard to claim 3, Lustig in view of Seymour fails to teach or suggest wherein said detecting comprises detecting said purchaser accessing a particular web page. The Examiner cites a section of Lustig describing an indicator button/hyperlink by which a user may initiate an offer comparison process. *See* Final Office Action, p. 8 (citing Lustig, ¶¶ [0070] and [0072]). However, nowhere does Lustig teach or suggest that detecting an issuance of a commitment to purchase is done by detecting a purchaser viewing a particular web page. In Lustig, a user needs to select on the indicator button/hyperlink, not simply view the web page where the indicator button/hyperlink is presented. Thus, Appellant submits that Lustig in view of Seymour fails to teach or suggest this limitation.

Thus, for at least the reasons presented above, the rejection of claim 3 is unsupported by the cited art and removal thereof is respectfully requested.

### **Section 35 U.S.C. § 103(a) Rejection: Claim 8**

In regard to claim 8, Lustig in view of Seymour fails to teach or suggest wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser. The Examiner cites paragraph [0047] of Lustig, which describes user information including payment information. However, nowhere does Lustig teach or suggest a purchase order for which payment has been guaranteed by said purchaser, much less wherein said commitment to purchase comprises a purchase order



for which payment has been guaranteed by said purchaser.

Thus, for at least the reasons presented above, the rejection of claim 8 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 10**

In regard to claim 10, Lustig fails to teach or suggest determining that a commitment to purchase represents an area of interest for an improved terms of sale service provider, as claimed. The Examiner cites a section of Lustig describing the presentation to a user of an offer, where adjacent to the offer presented to the user within a web page, a button or hyperlink is displayed for the user to indicate acceptance of the terms of an offer comparison method and also to initiate the offer comparison method. *See* Final Office Action, p. 9 (citing Lustig, ¶ [0072]). However, this section of Lustig does not condition the presentation of an indicator button/hyperlink in any way. In other words, in Lustig, for every offer presented to a user, the user is given the option to initiate the offer comparison method. By contrast, claim 10 recites that an offer to a purchaser to negotiate improved terms of a sale is made in response to determining that a commitment to purchase represents an area of interest for improved terms of sale service provider. In the cited sections of Lustig, there is no determination of whether a purchase represents an area of interest for an improved terms of sale service provider.

Thus, for at least the reasons presented above, the rejection of claim 10 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 11**

In regard to claim 11, Lustig fails to teach or suggest wherein conducting said search for said improved terms comprises conducting an auction amongst a plurality of suppliers for said product. The Examiner cites paragraph [0078] of Lustig, which is reproduced below:

Further with regard to the functionality accessible through the hypertext link, once the Order Server 150 receives the original offer information and the request, the Order Server 150 transmits a corresponding request along with the original offer information to the Matching Engine 250 to initiate and facilitate a matching process. In response to the request and using the original offer information, the matching program 260 performs the matching process, in which the matching program 260 accesses the available offer information in the matching database 270, compares the available offer information with the original offer information to determine whether the better offer is available.

(Emphasis added.) Lustig fails to teach or suggest anything related to conducting a search for improved terms comprising conducting an auction amongst a plurality of suppliers for a product. Instead, Lustig teaches accessing available offer information from a database. No one of ordinary skill in the art would confuse accessing available offer information from a database with conducting an auction amongst a plurality of suppliers for a product. While Seymour discloses a “system and method for conducting an electronic auction over an open communications network”, the Examiner fails to provide any reason as to why one of ordinary skill in the art would combine the teachings of Seymour with the teachings of Lustig to create the specific method of claim 11.

Thus, for at least the reasons presented above, the rejection of claim 11 is unsupported by the cited art and removal thereof is respectfully requested.

### **Section 35 U.S.C. § 103(a) Rejection: Claim 12**

In regard to claim 12, Lustig in view of Seymour fails to teach or suggest entering a legal contract with said purchaser to supply said product under said improved terms. The Examiner cites paragraph [0079] of Lustig, which is reproduced below:

The request by the Order Server 150 instructs and authorizes the Matching Engine 250 to accept the better offer on behalf of the User if the better offer is available. In this embodiment, the request by the Order Server 150 also instructs and authorizes the Matching Engine 250 to accept the original offer on behalf of the User if the better offer is not available and the original offer is in the matching database 270. In other embodiments, the request by the Order Server 150 also instructs and authorizes the Matching Engine 250 to accept the original offer on behalf of the User if

the better offer is not available, even if the original offer is not in the matching database 270 before the request is made (e.g., the request by the Order Server 150 can also instruct the Matching Engine 250 to include the original offer information in the matching database 270).

Lustig, even when combined with Seymour, fails to teach or suggest anything related to a legal contract, much less entering a legal contract with a purchaser to supply a product under improved terms. Instead, Lustig teaches accepting a better offer or accepting an original offer. However, nowhere does Lustig teach or suggest that accepting an offer is the same as entering a legal contract with a purchaser to supply a product under improved terms.

Thus, for at least the reasons presented above, the rejection of claim 12 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claims 14, 17-20, 22, 26, and 27**

In regard to the system elements of claim 14, the Examiner cites to sections of Lustig as purportedly disclosing a client computer system, a web site server, and a computer program executable on the client computer system. *See* Final Office Action, p. 10 (citing Lustig, ¶¶ [0048]-[0053]). Without agreeing that Lustig teaches these system elements, Appellant submits that the remaining limitations are similar to those discussed above with regard to claim 1. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 1 apply similarly to claim 14.

Thus, for at least the reasons presented above, the rejection of claim 14 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 15**

Claim 15 recites limitations similar to those within claim 2, and claim 15 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 2 apply similarly to claim 15.

Thus, for at least the reasons presented above, the rejection of claim 15 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 16**

Claim 16 recites limitations similar to those within claim 3, and claim 16 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 3 apply similarly to claim 16.

Thus, for at least the reasons presented above, the rejection of claim 16 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 21**

Claim 21 recites limitations similar to those within claim 8, and claim 21 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 8 apply similarly to claim 21.

Thus, for at least the reasons presented above, the rejection of claim 21 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 23**

Claim 23 recites limitations similar to those within claim 10, and claim 23 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 10 apply similarly to claim 23.

Thus, for at least the reasons presented above, the rejection of claim 23 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 24**

Claim 24 recites limitations similar to those within claim 11, and claim 24 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 11 apply similarly to claim 24.

Thus, for at least the reasons presented above, the rejection of claim 24 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 25**

Claim 25 recites limitations similar to those within claim 12, and claim 25 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 12 apply similarly to claim 25.

Thus, for at least the reasons presented above, the rejection of claim 25 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claims 29, 33, 34, 39, and 40**

Regarding claim 29, the Examiner has rejected these limitations by claiming that similar limitations are found within claim 1, and therefore claim 29 is rejected by the

same rationale. However, claim 29 recites limitations not recited within claim 1, among these are (1) detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service for a particular price, (2) determining that the purchaser agrees to wait a predetermined amount of time in exchange for a possibility of securing a better price, and (3) purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. **The Examiner has not addressed the differences between claim 29 and claim 1. Therefore, no *prima facie* rejection has been stated in regard to claim 29.**

In regard to the claimed “detecting an action” limitation, the cited sections of Lustig present an offer to a user on a web page, where adjacent to the offer presented is a button or hyperlink that the user can select in order to both initiate an offer comparison method and to indicate that the user will abide by terms of the offer comparison method. *See* Lustig, ¶¶ [0072] and [0073]. Lustig’s method is initiated by a user selecting a button or hyperlink that explicitly invokes Lustig’s offer comparison method. At the point that the option of invoking Lustig’s method is presented to a user, a first offer is already in front of the user. By contrast, claim 29 recites detecting an action by a purchaser indicating that the purchaser is about to make an original purchase. Thus, Lustig’s offer comparison method is invoked when a user clicks on a button defined to initiate Lustig’s method, but claim 29 begins by reciting detecting an action by a purchaser indicating that the purchaser is about to make an original purchase.

Further, Lustig is silent on any determination made of whether a purchaser will agree to wait a predetermined amount of time in exchange for a possibility of securing a better price for a particular item or service.

Lustig in view of Seymour also fails to teach or suggest that if a better price than a particular price is found before the predetermined amount of time expires, purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Lustig’s system

discloses only that the best offer found is accepted on behalf of the user. Nowhere does Lustig mention purchasing an item or service at a better price and charging the purchaser a new price between the particular price and the better price. Similarly, Seymour is silent regarding this limitation of Appellant's claim. Seymour's automated auction system allows buyers and sellers said to configure specific auction strategies that are implemented by bidder and seller agents. Nothing in Seymour teaches or suggests purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Additionally, there is nothing about the Examiner's combination of Lustig and Seymour that teaches or suggests this limitation of Appellant's claim.

In the Advisory Action, the Examiner refers to Lustig's system potentially accepting a better offer than the user's originally selected offer on behalf of the user. *See* Lustig, ¶ [0072]. The Examiner then asserts, "Lustig obviously teaches purchasing the particular item [or] service for the purchaser [at] the better price and charging the purchaser a new price between the particular price and the better price." However, the Examiner's assertion is unsupported by the actual teachings of the reference. Nowhere does Lustig, even if viewed in light of Seymour, teach anything regarding purchasing the item for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Further, the very wording used by Lustig seems to teach away from charging the user a new price between price of Lustig's original offer and the price of a better offer. As admitted by the Examiner, Lustig teaches that his system, "accepts the better offer on behalf of the User." Lustig, ¶¶ [0009], [0015], [0025], [0019], and [0081]. Accepting a better offer on behalf of the user implies that the better offer, and hence the cost or price of the better offer, is accepted by Lustig's system for the user. In contrast, Appellant's claim specifically recites charging the purchaser a new price between the particular price and the better price. Therefore, Lustig's system does not necessarily or inherently include or even suggest charging the user a price between the original price and the better price.

In regard to Seymour, Appellant submits that no sections of Seymour have been cited against the above discussed limitations. Thus, even when considered in combination with Seymour, Lustig fails to teach or suggest the claimed “detecting an action”, “determining”, and “purchasing” limitations of claim 29.

Thus, for at least the reasons presented above, the rejection of claim 29 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 30**

Regarding claim 30, Lustig in view of Seymour fails to teach or suggest wherein if an original purchase for a particular item at a particular price is not available to be made after searching is complete, purchasing the particular item for a purchaser at another price and charging the purchaser the particular price. Appellant submits that the Examiner does not provide a proper rejection of claim 30. The Examiner merely states that claims “29 – 40 contain similar limitations found in claims 1-13 above, therefore [claims 29 – 40] are rejected by the same rational.” However, none of claims 1-13, nor the rejection of those claims, mentions anything regarding wherein if an original purchase for a particular item at a particular price is not available to be made after searching is complete, purchasing the particular item for a purchaser at another price and charging the purchaser the particular price. By such a rejection, the Examiner has improperly failed to consider the specific limitations of Appellant’s claim. Therefore, Appellant submits that no prima facie rejection has been stated in regard to claim 30.

Further, Lustig in view of Seymour appears to teach away from this limitation. As admitted by the Examiner, Lustig teaches that his system, “accepts the better offer on behalf of the User.” Lustig, ¶¶ [0009], [0015], [0025], [0019], and [0081]. Accepting a better offer on behalf of the user implies that the better offer, and hence the cost or price of the better offer, is accepted by Lustig’s system for the user. By contrast, Appellant’s claim recites purchasing a particular item for said purchaser at another price and charging the purchaser a particular price. Nowhere does Lustig, even when combined with



Seymour, teach or suggest charging a purchaser a price that is different than a price at which a particular item was purchased.

Thus, for at least the reasons presented above, the rejection of claim 30 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 31**

Claim 31 recites limitations similar to those within claim 2, and claim 31 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 2 apply similarly to claim 31.

Thus, for at least the reasons presented above, the rejection of claim 31 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 32**

Claim 32 recites limitations similar to those within claim 3, and claim 32 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 3 apply similarly to claim 32.

Thus, for at least the reasons presented above, the rejection of claim 32 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 35**

In the above discussion regarding claim 12, Appellant argues why Lustig fails to teach or suggest entering into a legal contract with a purchaser to supply a product under improved terms. Similar rationale as is used in the discussion regarding claim 12 applies to claim 35 to establish Lustig's lack of teaching of entering into contracts. Further, claim 35 recites that a purchaser is offered an opportunity to enter into an alternative contract

and displaying the alternative contract to make the original purchase. Because Lustig fails to teach or suggest entering into a legal contract of any kind with a purchaser, it follows that Lustig also fails to teach or suggest the limitations of claim 35.

Thus, for at least the reasons presented above, the rejection of claim 35 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 36**

Claim 36 recites limitations similar to those within claim 8, and claim 36 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 8 apply similarly to claim 36.

Thus, for at least the reasons presented above, the rejection of claim 36 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 37**

Claim 37 recites limitations similar to those within claim 10, and claim 37 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 10 apply similarly to claim 37.

Thus, for at least the reasons presented above, the rejection of claim 37 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claim 38**

Claim 38 recites limitations similar to those within claim 11, and claim 38 has been rejected using similar reasoning. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 11 apply similarly to claim 38.

Thus, for at least the reasons presented above, the rejection of claim 38 is unsupported by the cited art and removal thereof is respectfully requested.

**Section 35 U.S.C. § 103(a) Rejection: Claims 41 and 42**

Regarding claim 41, the Examiner has rejected these limitations by claiming that similar limitations are found within claim 1, and therefore claim 41 is rejected by the same rationale. However, claim 41 recites limitations not recited within claim 1, among these are (1) detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service for a particular price, (2) intercepting a message over the internet to delay the purchase, where the message includes commitment-to-purchase information for the purchaser regarding the item or service, and (3) purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Therefore, the Examiner has not provided a proper rejection of claim 41 because the Examiner has improperly failed to consider the specific limitations of Appellant's claim. **Therefore, no *prima facie* rejection has been stated in regard to claim 41.**

As noted above in regard to claim 29, Lustig in view of Seymour fails to teach or suggest detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service for a particular price. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 29 apply similarly to this limitation in claim 41.

Appellant submits that Lustig in view of Seymour fails to teach or suggest intercepting a message over the Internet to delay the purchase for a predetermined amount of time, wherein the message includes commitment-to-purchase information for the purchaser regarding the item or service. The Examiner asserts that intercepting a message over the Internet is "well known in the art" and that it would have been obvious "to modify Lustig's [system] in combining with Seymour ... for the purpose of providing more efficiency and convenien[ce] in communication over the Internet." Final Office

Action, pp. 10 and 11. However, the Examiner's assertion that intercepting a message over the Internet, where the message includes commitment-to-purchase is well known is merely the Examiner's opinion. The Examiner has not cited any prior art that supports the Examiner's contention that it is obvious to intercept a message over the Internet where the message includes commitment-to-purchase information. M.P.E.P. 2144.03A states, "It is never appropriate to rely solely on 'common knowledge' in the art without evidentiary support in the record, as the principal evidence upon which a rejection was based." The Examiner has merely stated that it is "well known in the art" to intercept a message over the Internet where the message includes commitment-to-purchase information. The Examiner's assertion is the "principal evidence" upon which the rejection of Appellant's claim limitation is based.

Further, the Examiner's rejection does not take into account the full and complete language of Appellant's claim. The Examiner's rejection does not address the fact that claim 41 recites intercepting a message over the Internet to delay the purchase for a predetermined amount of time. Lustig and Seymour, as admitted by the Examiner do not mention anything regarding intercepting a message over the Internet to delay the purchase for a predetermined amount of time. The Examiner does not cite any prior art that teaches or suggests intercepting a message to delay a purchase for a predetermined amount of time. The Examiner's combination of cited art thus fails to teach or suggest all claim limitations. M.P.E.P. §2143.03 recites that all claim limitations must be taught or suggested by the prior art to establish prima facie obviousness.

Further still, the Examiner has failed to provide a proper reason for modifying Lustig in view of Seymour. The Examiner has stated a general goal of improving the efficiency of Internet communication. The reason given by the Examiner would actually teach away from Appellant's claimed invention. An ordinary artisan seeking to "provide more efficiency and convenience in Internet communication" would not be motivated to modify the combination of Lustig and Seymour to include intercepting a message over the Internet to delay a purchase for a predetermined amount of time, where the message includes commitment-to-purchase information.

As noted above in regard to claim 29, Lustig in view of Seymour fails to teach or suggest purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 29 apply similarly to this limitation in claim 41.

Thus, for at least the reasons presented above, the rejection of claim 41 is unsupported by the cited art and removal thereof is respectfully requested.

#### **Section 35 U.S.C. § 103(a) Rejection: Claim 44**

Regarding claim 44, the Examiner has rejected these limitations by claiming that similar limitations are found within claim 1, and therefore claim 44 is rejected by the same rationale. However, claim 44 recites limitations not recited within claim 1, among these are (1) detecting an action by a purchaser that indicates that the purchaser is making an original purchase for a particular item or service for a particular price, (2) seeking a better price, where the seeking the better price includes a plurality of broker-agent programs performing multiple searches in parallel for the better price, and (3) purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Therefore, the Examiner has not provided a proper rejection of claim 44 because the Examiner has improperly failed to consider the specific limitations of Appellant's claim. Therefore, no prima facie rejection has been stated in regard to claim 44.

As noted above in regard to claim 29, Lustig in view of Seymour fails to teach or suggest detecting an action by a purchaser that indicates that the purchaser is making an original purchase for a particular item or service for a particular price. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 29 apply similarly to this limitation in claim 44.

Appellant submits that Lustig in view of Seymour fails to teach or suggest a plurality of broker-agent programs performing multiple searches in parallel for the better price. The Examiner states, “retrieving and comparing a plurality of available offers to determine the better offer is considered equivalent to performing multiple searches in parallel for better price”, referring to Lustig’s matching programming organizing, storing, and retrieving a plurality of offers from a matching database. Appellant disagrees with this characterization of Lustig. Lustig, even if combined with Seymour, does not teach a plurality of broker-agent programs performing multiple searches in parallel for the better price. The Examiner further states that Lustig’s matching program “organizes, stores, and retrieves a plurality of available offers from a matching database” (emphasis added). Thus, as admitted by the Examiner, Lustig teaches retrieving other offers from a database, not a plurality of broker-agent programs. Not only is Lustig silent on retrieving other offers from a plurality of broker-agent programs, there is no indication that Lustig considers any type of parallel processing. The Examiner’s contention that retrieving a plurality of offers from a database is “equivalent to” performing multiple searches in parallel is simply incorrect and is unsupported by the cited art.

As noted above in regard to claim 29, Lustig in view of Seymour fails to teach or suggest purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between the particular price and the better price. Therefore, Appellant respectfully submits that the arguments presented above with regard to claim 29 apply similarly to this limitation in claim 44.

Thus, for at least the reasons presented above, the rejection of claim 44 is unsupported by the cited art and removal thereof is respectfully requested.

## **CONCLUSION**

For the foregoing reasons, it is submitted that the Examiner's rejection of claims 1-44 was erroneous, and reversal of the Examiner's decision is respectfully requested.

The Commissioner is authorized to charge any fees that may be due to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00301/RCK.

Respectfully submitted,

/Robert C. Kowert/

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## **VIII. CLAIMS APPENDIX**

The claims on appeal are as follows.

1. A method for negotiating improved terms of sale for a product or service being purchased using an Internet web site, the method comprising:

using one or more computers to perform:

receiving information indicating one or more default standards for a purchaser, wherein said default standards specify product or service characteristics that are preferred by said purchaser;

subsequent to said receiving, detecting an issuance of a commitment to purchase, by said purchaser, said product or service according to initial terms of sale;

making an offer to said purchaser to negotiate said improved terms of sale for said product or service within a specified amount of time;

in response to said purchaser accepting said offer:

searching for sale offers for said product or service;

comparing terms of sale for sale offers located from said searching to said initial terms of sale and to said default standards;  
and

based on said comparing, presenting one of the sale offers located from said searching to the purchaser, wherein the presented



sale offer includes said improved terms of sale and meets said default standards;

wherein said searching, comparing and presenting occur within said specified amount of time.

2. The method of claim 1, wherein said detecting comprises detecting said purchaser entering a credit card number, a pre-paid account number, a gift certificate number, an escrow account number, or a bank guaranty number.

3. The method of claim 1, wherein said detecting comprises detecting said purchaser viewing a particular web page.

4. The method of claim 1, wherein said detecting comprises detecting said purchaser accessing a particular URL.

5. The method of claim 1, wherein said detecting comprises detecting said purchaser clicking an icon to confirm order.

6. The method of claim 1, wherein said making an offer to said purchaser comprises displaying said offer on a screen of a computer used by said purchaser to purchase said product or service using an Internet web site.

7. The method of claim 1, further comprising executing said commitment to purchase.

8. The method of claim 1, wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser.

9. The method of claim 1, wherein said improved terms of sale comprise one or more of the following: a better price, a better delivery, a better warranty, or a better

return policy than said initial terms of sale.

10. The method of claim 1, wherein said making an offer to said purchaser comprises:

reading information associated with said commitment to purchase;

determining that said commitment to purchase represents an area of interest for an improved terms of sale service provider; and

in response to determining that said commitment to purchase represents an area of interest for said improved terms of sale service provider:

making said offer to said purchaser.

11. The method of claim 1, wherein said searching for sale offers for said product or service comprises conducting an auction amongst a plurality of suppliers for said product or service.

12. The method of claim 1, further comprising entering a legal contract with said purchaser to supply said product or service under said improved terms of sale.

13. The method of claim 1, wherein said searching for sale offers for said product or service comprises searching a database of preferred suppliers for said product or service.

14. A system for negotiating improved terms of sale for a product or service being purchased over a computer network, the system comprising:

a computer program;

a web site server computer;

wherein said computer program is executable on a client computer by a purchaser to connect with the web site server and wherein said computer program is further executable to detect an issuance of a commitment to purchase, by said purchaser, said product or service according to initial terms of sale; and

wherein the web site server is operable to:

receive information indicating one or more default standards for the purchaser, wherein said default standards specify product or service characteristics that are preferred by said purchaser;

subsequent to the receipt of information indicating one or more default standards for the purchaser, receive a notification indicating said issuance of said commitment to purchase;

make an offer to said purchaser to negotiate improved terms of sale for said product or service within a specified amount of time; and

in response to said purchaser accepting said offer:

searching for sale offers for said product or service;

comparing terms of sale for sale offers located from said searching to said initial terms of sale and said default standards; and

based on said comparing, presenting one of the sale offers located from said searching to the purchaser, wherein the presented

sale offer includes said improved terms of sale and meets said default standards;

wherein said searching, comparing and presenting occur within said specified amount of time.

15. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.

16. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser viewing a particular web page.

17. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser accessing a particular URL.

18. The system of claim 14, wherein said computer program is configured to detect the issuance of the commitment to purchase by detecting said purchaser clicking an icon to confirm order.

19. The system of claim 14, wherein said web site server is configured to make the offer to said purchaser by displaying said offer on a screen of a computer used by said purchaser to purchase said product or service using an Internet web site.

20. The system of claim 14, wherein the computer program is configured to execute said commitment to purchase.

21. The system of claim 14, wherein said commitment to purchase comprises a purchase order for which payment has been guaranteed by said purchaser.

22. The system of claim 14, wherein said improved terms of sale comprise one or more of the following: a better price, a better delivery, a better warranty, or a better return policy than said initial terms of sale.

23. The system of claim 14, wherein said web server is configured to make the offer to said purchaser by:

reading information associated with the commitment to purchase;

determining that the commitment to purchase represents an area of business interest for an improved terms of sale service provider; and

in response to determining that the commitment to purchase represents an area of business interest for said improved terms of sale service provider, making said offer to said purchaser.

24. The system of claim 14, wherein said searching for sale offers for said product or service comprises conducting an auction amongst a plurality of suppliers for said product or service.

25. The system of claim 14, wherein the web site server is operable to enter into a legal contract with said purchaser to supply said product or service under said improved terms of sale.

26. The system of claim 14, wherein said searching for sale offers for said product or service comprises searching a database of preferred suppliers for said product or service.

27. The system of claim 14, wherein said client computer is one or more of the following: a personal computer, a laptop computer, a notebook computer, an

Internet-enabled cellular phone, an Internet-enabled personal digital assistant, or an Internet-enabled television.

28. A computer-readable storage medium storing program instructions that when executed by a computer implement the method of claim 1.

29. A method, comprising:

using one or more computers to perform:

detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price;

determining that the purchaser agrees to wait a predetermined amount of time in exchange for a possibility of securing a better price for said particular item or service;

searching for said better price for said particular item or service;

determining whether said better price is found before said predetermined amount of time expires;

in response to determining that said better price is found before said predetermined amount of time expires:

purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price;

repeating said detecting, said determining that the purchaser agrees to wait said predetermined amount of time, said searching, and said determining whether said better price is found before said predetermined amount of time expires, for another action for another original purchase for another particular item or service over the Internet for another particular price; and

in response to determining that a better price for said another particular item or service is not found before said predetermined amount of time expires:

executing the another original purchase for the another particular item or service over the Internet for the another particular price.

30. The method as recited in claim 29, wherein if said original purchase is not available after said searching is complete, purchasing said particular item for said purchaser at another price and charging the purchaser said particular price.

31. The method of claim 29, wherein said detecting comprises detecting said purchaser entering a credit card number or a pre-paid account number or a gift certificate number.

32. The method of claim 29, wherein said detecting comprises detecting said purchaser viewing a particular web page.

33. The method of claim 29, wherein said detecting comprises detecting said purchaser accessing a particular URL.

34. The method of claim 29, wherein said detecting comprises detecting said purchaser clicking an icon to confirm order.

35. The method of claim 29, further comprising offering said purchaser an opportunity to enter into an alternative contract and displaying said alternative contract on a screen of a computer used by said purchaser to make said original purchase over the Internet.

36. The method of claim 29, wherein said original purchase comprises a purchase order for which payment has been guaranteed by said purchaser.

37. The method of claim 35, wherein offering said purchaser said opportunity to enter into said alternative contract comprises:

reading information associated with said original purchase;

determining if said original purchase represents an area of interest for an alternative contract provider;

if said original purchase represents an area of interest for said alternative contract provider:

making said alternative contract to said purchaser.

38. The method of claim 29, wherein searching for said better price comprises conducting an auction amongst a plurality of suppliers for said particular item.

39. The method of claim 29, wherein searching for said better price comprises searching a database of preferred suppliers for said particular item.

40. A computer-readable storage medium storing program instructions that when executed by a computer implement the method of claim 29.



41. A method, comprising:

using one or more computers to perform:

detecting an action by a purchaser that indicates that the purchaser is about to make an original purchase for a particular item or service over the Internet for a particular price;

intercepting a message over the internet to delay said purchase for a predetermined amount of time, wherein the message includes commitment-to-purchase information for the purchaser regarding the item or service;

searching for a better price for said particular item or service;

determining whether said better price is found before said predetermined amount of time expires;

in response to determining that said better price is found before said predetermined amount of time:

purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price;

repeating said detecting, said intercepting, said searching, and said determining for another action for another original purchase for another particular item or service over the Internet for another particular price; and

in response to determining that a better price for said another particular item or service is not found before said predetermined amount of time:

executing the another original purchase for the another particular item or service over the Internet for the another particular price.

42. A computer-readable storage medium storing program instructions that when executed by a computer implement the method of claim 41.

43. The method of claim 1, wherein said making an offer comprises contacting said purchaser with a confirmation of said product or service purchase.

44. A method, comprising:

using one or more computers to perform:

detecting an action by a purchaser that indicates that the purchaser is making an original purchase for a particular item or service over the Internet for a particular price;

accessing a broker-agent web site for seeking a better price for said particular item or service within a predetermined amount of time, where said seeking said better price comprises a plurality of broker-agent programs performing multiple searches in parallel for said better price;

determining whether said better price is found before said predetermined amount of time expires;

in response to determining that said better price is found before said predetermined amount of time:

purchasing the particular item or service for the purchaser at the better price and charging the purchaser a new price between said particular price and said better price;

repeating said detecting, said accessing, said determining for another action for another original purchase for another particular item or service over the Internet for another particular price; and

in response to determining that a better price for said another particular item or service is not found before said predetermined amount of time:

executing the another original purchase for the another particular item over the Internet for the another particular price.

## **IX. EVIDENCE APPENDIX**

No evidence submitted under 37 CFR §§ 1.130, 1.131 or 1.132 or otherwise entered by the Examiner is relied upon in this appeal.

**X.     RELATED PROCEEDINGS APPENDIX**

There are no related proceedings.